

ASSIGNMENT of CLAIMS

This ASSIGNMENT OF CLAIMS ("Agreement") which is made effective on 06/25/2022 ("Effective Date"), by and between Prehired, a Delaware Limited Liability Company ("Assignor"), and Joshua Jordan, an individual residing in Charleston, South Carolina ("Assignee") (together the Assignor and Assignee are the "Party" or "Parties"), in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, the Parties hired and retained the services of Warren Law Group ("WLG") starting on or about October 25, 2021 for various matters including but not limited to defending the Parties in various investigations and lawsuits where the Parties have a \$2 million insurance policy to pay for their defense and are concerned WLG may be acting with negligence and/or in its own interest by doing whatever generates the most billable hours instead of acting in the best interest of the Parties;

WHEREAS, the Assignor started a Directors & Officers insurance policy on 09/30/2021 with the insurer being Clear Blue Specialty Insurance and the broker of record being Embroker Insurance with the coverage naming the Assignee as beneficiary and protected from personal liability (the "Policy");

WHEREAS, on June 8, 2022, notwithstanding the expressed satisfaction at the Parties' compliance with the prior investigation, the State of Washington ("WAAG") filed a complaint against the Assignor and Assignee. The WAAG's filing occurred in disregard of the evidence and discovery (and lack thereof), featuring numerous statements that were not only intellectually dishonest but were predominantly fictional, fabricated, and deceitful throughout the entire complaint, which led the Parties to believe this lawsuit is entirely politically motivated and/or the result of rampant corruption in the AG's office. The ongoing actions of the WAAG have caused immediate and irreparable damage to the Parties' wellbeing, livelihood, property, income, and reputation and is likely future actions of the WAAG will continue to cause irreparable harm;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Parties hereby agree that the Assignor shall assign to the Assignee all its right, title, and interest in all monies, payments, claims, actions, causes of action, demands and damages related to WLG, the Policy, and the WAAG, both known or unknown, past, present, and future (the "Claim"). This assignment excludes all obligations and liabilities associated with the Claim because it is an assignment without assumption of liabilities.
2. Assignee hereby accepts the assignment of all of Assignor's right, title, and interest in the Claim. This assignment excludes all obligations and liabilities associated with the Claim because it is an assignment without assumption of liabilities.

EXHIBIT

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3. For good and valuable consideration, the Assignee receives the Claim in exchange for the amount of \$25,000.00. The Assignee shall make payment by reducing the 2022 annual salary paid by Assignor to \$25,000.00. In 2021, the Assignee received approximately \$50,000.00 in salary, which would value this consideration at \$25,000.00. As long as no more than \$25,000.00 in W2 salary is paid to Assignee by Assignor in 2022, the payment will be considered made in full on the Effective Date of this Agreement.

4. Assignor agrees to defend and indemnify the Assignee from any and all problems and expenses, past, present, and future, related to this Agreement.

5. This Agreement may be assigned to another party by the Assignee.

6. Prehired Accelerator, LLC and Prehired Recruiting, LLC both acknowledge the Assignor and Assignee are the only parties who have potential rights, title, and interest in said Claim and acknowledge the assignment of the Claim to the Assignee.

7. If any provision or clause in this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions or clauses will continue to be valid and enforceable.

8. This Agreement shall be governed and construed in accordance with the law of the state of Wyoming without regard to its conflicts of laws rules. Any actions, suits, or proceedings related to this Agreement shall only be heard in the federal and state courts located within the state of Wyoming, and the parties expressly consent to the personal jurisdiction of these courts.

9. All parties acknowledge this Agreement will become fully executed upon signing.

<SIGNATURE PAGE FOLLOWS>

Assignor:

By:

Name: Joshua Jordan

In his capacity as CEO of the Assignor

Assignee:

By:

Name: Joshua Jordan

In his capacity as himself individually

SWORN TO AND SUBSCRIBED before me on this 25 day of June 2022

Christopher Briggman
Notary Public

